

June 15, 2022

The Board of County Road Commissioners of Montcalm County held their regular meeting at its office located in Stanton, Michigan at 2:00 p.m. on June 15, 2022.

Present: Commissioners Dale Linton, Robert Brundage and Michael Scott; also present: Mark Christensen, Managing Director and Kim Alexander, Finance Director-Clerk.

The Pledge of Allegiance and a prayer were given.

Moved by Brundage, seconded by Scott to approve the agenda as presented. Motion carried.

Moved by Scott, seconded by Brundage to approve the minutes of the June 1, 2022 meeting as presented. Motion carried.

The July 20, 2022 board meeting has been moved to July 19, 2022 at 9:00 a.m.

Moved by Scott, seconded by Brundage to vote for Lester Livermore, Chippewa County, for the At-Large position on the MCRC SIP board. Roll call: Yes – Brundage, Scott and Linton. Motion carried.

Commissioner Brundage offered the following Resolution and moved for its adoption:

RESOLVED WHEREAS, the Road Commission for Montcalm County hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this Resolution shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Resolution, as provided by law. This Resolution is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain

any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

7. The incorporation by the DEPARTMENT of this Resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

8. This Resolution shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY: Manager, Engineer, Assistant Engineer, Engineering Technician.

Seconded by Scott. Roll call: Yes – Brundage, Scott and Linton. Motion carried.

Moved by Scott, seconded by Brundage to approve the same increases in compensation and benefits for the administrative employees as the union employees, effective July 1, 2022. Roll call: Yes – Brundage, Scott and Linton. Motion carried.

Moved by Brundage, seconded by Scott, to approve and sign the following contracts. Motion carried.

#### Evergreen Township

- Provide forty hours ditching along local roads - \$5,000

#### Manager's Report

- The second application of brine is finishing up this week.
- We are in the process of mowing primaries and state roads. MDOT roads will be done with their one cut for the summer by July 4<sup>th</sup>.
- The HIP/CRRESAA contract has been signed and returned from MDOT. We are working on the invoicing process.
- South County Line limestone will be laid tomorrow to finish up that project.
- Dealing with a right-of-way issue on Dorothy Bowen Drive if you received any questions.
- Truck & Trailer is working on outfitting the new Peterbilt. I don't have a delivery date yet.
- We have two truck driver positions open. I expect to offer the Sidney Township position to a candidate this afternoon.
- We will start chip sealing after July 4<sup>th</sup>. We expect to finish it in a month.
- Halliday made a pile of gravel at Fish Creek. This is needed for shouldering jobs after paving.
- Grow Road is paved and shouldered.
- Central will be in the county for the next two weeks working on numerous paving projects.
- Chris Landon started Monday as the new Howard City Foreman.

Clerk's Report

- We received a CRASIF worker's comp refund of \$25,035.54. This comes to us as a refund check for \$9,961.54 and a premium credit for \$15,074.00

Moved by Brundage, seconded by Scott, to approve the June 16, 2022 bills totaling \$768,459.89 and Payroll #12 totaling \$112,124.09. Roll call: Yes – Brundage, Scott and Linton. Motion carried.

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Chairperson

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Clerk